

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH ROBERT HALF INTERNATIONAL**

This Amendment No. 2 to the Agreement for Professional Consultant Services dated July 7, 2022 (the "Master Agreement") is made and entered into as of May 8, 2023 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and Robert Half International, a corporation, by and through its administrative & customer service and finance & accounting contract talent practice groups with its location at 3633 Inland Empire Blvd, Suite 955, Ontario, CA 91764-4922 (hereinafter referred to as "Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into the Master Agreement, for the purpose of providing staff augmentation services on July 7, 2022; and

B. WHEREAS, the Parties approved the First Amendment to the Master Agreement on November 14, 2022.

C. WHEREAS, the Parties now desire to amend the Master Agreement to include additional funds for the continued performance of services in accordance with the compensation provisions of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Master Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation. Section 2, Compensation, Subsection (b) of the Master Agreement as amended by the First Amendment is amended to replace the not to exceed amount with the sum of two hundred, fifty two thousand dollars (\$252,000). Additionally, Section 2, Subsection (c) of the Master Agreement is hereby deleted.

3. Full Force. Except as amended by this Amendment No. 2, all provisions of the Master Agreement as amended by the First Amendment, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2. No changes or modifications hereto shall be effective unless the same shall be in writing and signed by the Parties. In the event of any inconsistency between the terms of the Master Agreement, as amended by the First Amendment, and the terms of this Amendment No. 2, the terms of this Amendment No. 2 will supersede and control.

4. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

**SIGNATURE PAGE FOR
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH ROBERT HALF INTERNATIONAL**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

CITY OF UPLAND

CONSULTANT
ROBERT HALF INTERNATIONAL INC.

CITY OF UPLAND

CONSULTANT

ROBERT HALF INTERNATIONAL INC.

APPROVED BY:




Michael Blay
City Manager

Signature

Damian Garcia
Name

Regional Vice President
Title

ATTEST:



Keri Johnson
City Clerk

**(Two Signatures of Corporate Officers
Required for Corporations)**



Signature

Cyndi Karapogolian
Name

District President
Title

Approved as to form:



Stephen P. Deitsch
City Attorney

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